

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Town of Newtown (hereinafter called the "Board") and Christopher Melillo (hereinafter called the "Superintendent") that the Board pursuant to section 10-157 of the Connecticut General Statutes, does hereby employ Christopher Melillo as Superintendent of Schools and that Christopher Melillo hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth in this Agreement (the "Agreement").

1. CERTIFICATION:

As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling him to serve as Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification or be otherwise permitted by law to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

2. DUTIES:

- A. The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board, federal and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Board, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. He advises the Board on policies and plans that the Board takes under consideration, and he takes the initiative in presenting to the Board policy and planning issues for such consideration.
- B. The Superintendent or his designee as approved by the Board shall attend all meetings of the Board and shall participate in all Board deliberations, except by Board invitation only when matters relating to his own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.

3. TERM:

The term of said employment is from July 1, 2023 to June 30, 2026. The Superintendent and the Board agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

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Christopher Melillo
NEWTOWN TOWN CLERK

- A. Prior to the end of the first year of a three-year agreement, the Board, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the last year of this Agreement, the Board shall vote on whether or not to enter into a new agreement. At least three (3) months prior to the commencement of the last year of this Agreement, the Superintendent shall notify the Board that his contract is about to expire and shall provide the Board this contract clause.
- C. Anything in this paragraph to the contrary notwithstanding, the provisions of the section of this Agreement entitled TERMINATION shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. WORK YEAR:

The work year for the Superintendent shall be twelve (12) months. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

5. BASE SALARY:

- A. The annual base salary of the Superintendent for the period July 1, 2023 through June 30, 2024 shall be the sum of (a) Two Hundred and Twenty Two Thousand Nine Hundred Thirty Eight Dollars and No Cents (\$222,938) paid in periodic payments in accordance with the established pay dates for the school district, (b) an additional amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), to be paid to the Superintendent in substantially equal installments during the contract year as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code, as amended.
- B. The Superintendent may elect each year to reduce his annual salary as specified in (A) above by having elective deferrals (including the amount in (A)(b) above) deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, up to the applicable dollar limit set forth in Section 403(b) of the Internal Revenue Code, including any "catch-up" contribution, pursuant to a legally binding salary reduction agreement, under the plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended. Section 403(b) elective deferral contributions made by the Superintendent to the 403(b) Plan

shall not reduce his annual salary that is reported to the Connecticut Teachers' Retirement Board.

- C. The Board agrees to provide an eligible deferred compensation plan ("457 Plan") in accordance with section 457 of the Internal Revenue Code in which the Superintendent may participate. Section 457 contributions made by the Superintendent to the 457 Plan shall not reduce his annual salary that is reported to the Connecticut Teachers' Retirement Board. Distributions to the Superintendent from the 457 Plan will be governed by the terms of said plan and the requirements of section 457 of the Internal Revenue Code.
- D. For purposes of reporting the Superintendent's annual salary to the Connecticut Teachers' Retirement Board, the Board shall include the full amount of the total annual salary specified in (A) above, notwithstanding any 403(b) elective deferral or Section 457 contributions made by him pursuant to (B) and (C) above.
- E. The annual base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract year. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.
- F. Annual salary shall be pro-rated for partial years of employment, and shall be subject to required deductions for applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law and the Superintendent's contributions toward the cost of fringe benefits.

6. FRINGE BENEFITS:

- A. Pro-ration of Benefits. The number of sick days, vacation days and other leave days shall be pro-rated for any partial years of service as Superintendent.
- B. Sick Leave.
 - (1) The Board shall provide the Superintendent with twenty (20) sick days annually cumulative to one hundred and eighty (180) days. Such days shall be credited to the Superintendent at the beginning of each year.
 - (2) The Superintendent shall be eligible for an advance of up to 100 (100) paid sick leave days in the event of serious illness. The number of days that may be advanced shall be reduced as the Superintendent accumulates credited sick leave on an annual basis under this Agreement. The Superintendent shall not begin to accumulate sick leave in excess of one

hundred (100) days until any days that the Board has advanced under this provision have been repaid through the accumulation of credited sick leave days on an annual basis.

- (3) Unused sick days shall not be compensated when employment terminates.

C. Vacation Leave.

(1) The Board shall provide the Superintendent with twenty-five (25) vacation days annually, exclusive of legal holidays as observed in the school calendar. Except as noted below, such vacation days are to be taken during the year in which they are earned. Vacation days shall be credited to the Superintendent at the beginning of each contract year.

(2) Prior to the end of each fiscal year, the Superintendent may request to carry over of a maximum of five (5) vacation days from one fiscal year to the next. The Board will have thirty (30) days to consider said request.

(3) The Superintendent shall be paid for up to five (5) days per fiscal year for any unused vacation time in the previous fiscal year.

(4) If the Superintendent wishes to take one (1) week or more of vacation at a time, he shall notify the Board Chairperson of the dates of such vacation. The Superintendent may not take more than two (2) consecutive weeks of vacation without the prior approval of the Board.

(5) In the event that the Superintendent resigns or retires from employment with the Board during or at the end of the term of this Agreement, he shall be entitled to be paid for unused vacation credited during the fiscal year in which he retires or resigns on a pro-rated basis, based on the number of months remaining in the contract year as of the effective date of the Superintendent's resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Superintendent must provide the Board with written notice of such resignation or retirement at least ninety (90) days prior to the effective date of such resignation or retirement.

(6) In the event that the Superintendent dies during or at the end of the term of this Agreement, his estate shall be entitled to be paid for unused vacation credited during the fiscal year in which he dies on a pro-rated basis, based on the number of months remaining in the contract year as of the effective date of the Superintendent's death.

(7) Any vacation days to be paid to the Superintendent or the Superintendent's estate in accordance with this section shall be paid at the Superintendent's per diem rate, which shall be calculated at 1/261 of the Superintendent's annual base salary.

D. Holidays. The Superintendent shall have the holidays on which the Board offices are closed.

E. Personal Leave. The Board shall provide the Superintendent annually with five (5) personal absence days. The Superintendent shall provide notice to the Board Chairperson of the use of any such days. Personal days may be used for pressing personal business that cannot be conducted outside of school hours. The Superintendent will not be paid or reimbursed for unused personal days.

F. Health Insurance.

(1) Plan. The Board shall provide the Superintendent and his dependents with health insurance through a High Deductible Health Plan/HSA plan (the "HSA Plan") with deductibles of \$2,250 for single coverage, and \$4,500 for dependent coverage, with post-deductible drug copayments of \$10/\$30/\$50.

(2) Deductible Funding. The Board will fund forty-five percent (45%) of the applicable HSA deductible. One-half of the Board's annual HSA contribution will be deposited into the Superintendent's HSA account in September, and the remaining one-half of the Board's annual HSA contribution toward the HSA deductible will be deposited into Superintendent's HSA account in January.

(3) No Deductible Funding Obligation on Separation. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for the Superintendent while he is actively employed. The Board shall have no obligation to fund any portion of the HSA deductible upon the Superintendent's separation from employment with the Newton Public Schools.

(4) Wellness Incentive. The HSA plan includes a wellness incentive program. The wellness program includes preventive physical examinations. If the Superintendent and the Superintendent's spouse (if applicable) complete one preventive physical examination during each fiscal year of this Agreement, the Board will make a one-time contribution into the Superintendent's HSA account, in the following amounts, as applicable:

Individual coverage:	\$100
Family coverage:	\$200

For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional HSA contribution on or about the July 1st following completion of the calendar year during which the physical exams are completed.

(5) Premium Contribution. The Superintendent shall pay the following insurance premium contributions, which will be deducted on a pre-tax basis in equal payments as a regular part of the bi-weekly payroll program:

	HSA Plan	Dental
2023-24	25.0%	25.0%

(6) Change in Insurance by Other Administrators. Should said health insurance coverage for other certified administrators employed by the Board change during the term of this Agreement, the Board and the Superintendent shall negotiate over changes to this provision.

- G. Life Insurance. The Board shall provide the Superintendent with term life insurance with a face amount of \$300,000 during the term of this Agreement.
- H. Long-term Disability. After a suitable qualifying period as may be provided for and in accordance with the policy on file in the Board offices, the Board shall pay the premium for a long-term disability insurance policy to compensate the Superintendent in the policy's maximum benefit amount of Nine Thousand Two Hundred Fifty-Five Dollars and No Cents (\$9,255) per month.
- I. Insurance Benefits/General Provisions. Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.
- J. Transportation Stipend. The Board shall provide an allowance for the use of the Superintendent's personal automobile in carrying out the Superintendent's responsibilities under this Agreement, in the amount of Five Thousand Dollars and No Cents (\$5,000) per year. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.
- K. Out of pocket Expenses. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties.
- L. Executive Coach. For the 2023-2024 fiscal year of the Superintendent's employment, the Board shall pay for the services of an executive coach as the Board and the Superintendent may agree upon in advance.

7. OUTSIDE ACTIVITIES:

- A. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Newtown Public Schools. Out-of-pocket expenses, as provided for in the district budget, for such activities will be borne by the Board, and the Board will expect periodic reports on these activities.
- B. Subject to budgeted appropriations, the Board shall pay for such professional and civic group memberships and associations that the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Board Chairperson.
- C. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations (collectively, "Outside Activities") provided such Outside Activities do not interfere with the meeting of his responsibilities as Superintendent and provided that his work in pursuit of such Outside Activities occurs during non-working hours and/or at times when the Superintendent is on an authorized leave from the Board (excluding sick leave). The Superintendent's expenses related to such Outside Activities are not eligible for reimbursement by the Board. When such Outside Activities provide remuneration to the Superintendent, he shall provide the Chairperson written notice of such Outside Activities and obtain permission in advance.

8. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question, and consistent with Board Policy 2400. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and board of education relations, and personal and professional qualities and relationships. The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.
- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with him in executive

session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within thirty (30) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.

- C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Chairperson of the Board may appoint a committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

9. TERMINATION:

- A. The parties may, by mutual consent, terminate the Agreement at any time.
- B. The Superintendent shall be entitled to terminate the Agreement voluntarily upon written notice of ninety (90) days, except that the ninety-day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate the Agreement during its term for one or more of the following reasons:
 - (1) Inefficiency or incompetence;
 - (2) Insubordination against reasonable rules of the Board;
 - (3) Moral misconduct;
 - (4) Disability as shown by competent medical evidence;
 - (5) Other due and sufficient cause.
- D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.
- E. In the event the Board seeks to terminate the Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that contract termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board which

shall be held within thirty (30) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to his own counsel, at his own expense. Any time limits established herein may be waived by mutual agreement of the parties.

F. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.

G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and accrued vacation benefits provided in this Agreement.

10. GENERAL PROVISIONS:

A. If any part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

B. This contract contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Upon signing, it supersedes all prior agreements between the parties.

C. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, and the parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.

NEWTOWN BOARD OF EDUCATION

SUPERINTENDENT

By: [Signature] 06/29/2023 CE# Melillo 6/29/23
Date Date

AGREEMENT

This Agreement is made and entered into between **THE NEWTOWN BOARD OF EDUCATION** (hereinafter "the Board") and **ANNE UBERTI**, its Assistant Superintendent of Schools (hereinafter "the Assistant Superintendent").

1. TERM

- A. Subject to the provisions of Section B below, this Agreement shall be effective from July 1, 2023 and shall remain in effect through and including June 30, 2026.
- B. This Agreement shall be subject to the provisions of Section 10-151 of the Connecticut General Statutes. Accordingly, the Assistant Superintendent's employment may be non-renewed and/or terminated during the term of this Agreement, in accordance with the provisions of Section 10-151 of the Connecticut General Statutes.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

- A. Certification: The Assistant Superintendent shall maintain certification with the State of Connecticut Department of Education as an Intermediate Administrator and Supervisor for the duration of this Agreement.
- B. Duties: Under the direction and supervision of the Superintendent of Schools, and in accordance with the Board policies and regulations and with all applicable laws and regulations, the Assistant Superintendent shall assist the Superintendent in administering the operations of the school district. The Assistant Superintendent shall have those duties set forth in the job description for the position of Assistant Superintendent, and such other duties as the Superintendent may from time to time assign to the Assistant Superintendent.

3. PROFESSIONAL GROWTH

The district encourages the continued professional growth of the Assistant Superintendent through her participation in appropriate programs and activities and shall provide a reasonable amount of release time and reimbursement for expenses for professional development activities as approved by the Superintendent, for the following:

- a) operations, programs, and other activities conducted or sponsored by local, state, and national school administrator associations;
- b) seminars and courses offered by public or private educational institutions; and
- c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform her professional responsibilities for the district.

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4. WORK YEAR

The work year for the Assistant Superintendent shall be twelve months. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

5. BASE ANNUAL SALARY

For the period July 1, 2023 through June 30, 2024, the Assistant Superintendent's base annual salary shall be as follows:

- A. A cash component of Two Hundred Four Thousand Seven Hundred Three Dollars (\$204,703) per year; and
- B. An additional sum of Three Thousand Five Hundred Dollars (\$3,500) per year, over and above the cash component set forth in Section 5A, as to which amount the Assistant Superintendent will arrange to have an elective deferral deducted from the Assistant Superintendent's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Assistant Superintendent chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended.

Each of the two components of the Assistant Superintendent's base annual salary, as set forth in Sections 5A and 5B, shall be pro-rated for any partial years of service as Assistant Superintendent.

The Assistant Superintendent's base salary as set forth in Sections 5A and 5B above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board.

The total base annual salary, as set forth in Sections 5A and 5B above, shall be subject to the State Teachers' Retirement Board contribution.

The total base annual salary for the Assistant Superintendent for the remaining year(s) of this Agreement shall be determined prior to the first day of such year(s).

6. BENEFITS

- A. Pro-ration of Benefits: All vacation, leave time, and other benefits shall be pro-rated for any partial years of service as Assistant Superintendent.
- B. Holidays: The Assistant Superintendent shall be entitled to paid holidays for legal holidays on which the district's Central Office is closed, plus two (2) floating holidays.

- C. Sick Leave: The Board of Education shall provide the Assistant Superintendent with eighteen (18) sick days per year for personal illness of the Assistant Superintendent. Such sick days shall be credited to the Assistant Superintendent at the beginning of each contract year. Sick days shall be cumulative to a maximum of one hundred eighty (180) days. The Assistant Superintendent will not be paid or reimbursed for unused sick leave.
- D. Personal Days: The Assistant Superintendent may use up to five (5) personal leave days per year, upon the approval of the Superintendent, in order to attend to personal matters that cannot be addressed outside the work day. The Assistant Superintendent will not be paid or reimbursed for unused personal days.
- E. Vacation: The Assistant Superintendent shall be entitled to twenty-five (25) vacation days annually and may carry over up to five (5) days into the succeeding year at the discretion of the Superintendent.

In the event of the death of the Assistant Superintendent, any earned but unused vacation will be paid to the Assistant Superintendent's estate.

In the event that the Assistant Superintendent resigns or retires from employment with the Board during or at the end of the term of this Agreement, she shall be entitled to be paid for unused vacation credited during the fiscal year in which she retires or resigns on a pro-rated basis, based on the number of months remaining in the contract year as of the effective date of the Assistant Superintendent's resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Assistant Superintendent must provide the Superintendent with written notice of such resignation or retirement at least ninety (90) days prior to the effective date of such resignation or retirement.

Any vacation days to be paid to the Assistant Superintendent in accordance with this section shall be paid at the Assistant Superintendent's per diem rate, which shall be calculated at 1/261 of the Assistant Superintendent's annual base salary.

- F. Health and Dental Insurance: The Assistant Superintendent shall have the right to enroll herself, her spouse and her eligible dependents in the High Deductible Health Plan provided to certified administrators employed by the Board, and in the dental insurance plan provided to certified administrators employed by the Board. The Board shall fund forty five percent (45%) of the applicable HSA deductible amount for the Assistant Superintendent, in the same manner as applicable to certified administrators employed by the Board. The Assistant Superintendent shall pay, through payroll deduction, the following percentage of the premiums for insurance coverage for the 2023-24 contract year:

<u>HSA Plan</u>	<u>Dental</u>
25%	25%

The premium contribution percentages for the Assistant Superintendent for the remaining year(s) of this Agreement shall be determined prior to the first day of such year(s).

- G. Life Insurance: The Board shall provide and pay for term life insurance for the Assistant Superintendent with a face amount of Three Hundred Thousand Dollars (\$300,000).
- H. Long Term Disability Insurance: The Board shall provide long-term disability income protection for 66 2/3% of the Assistant Superintendent's base annual salary, not to exceed a maximum monthly benefit of \$6,500.
- I. Insurance Benefits -- General Provisions: Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.
- J. Transportation Allowance: The Board shall provide an allowance for the use of the Assistant Superintendent's personal automobile in carrying out the Assistant Superintendent's responsibilities under this Agreement, in the amount of Three Hundred Dollars (\$300) per month, for a total of Three Thousand Six Hundred Dollars (\$3,600) per year. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.
- K. Membership in Professional Organizations: The Board shall pay for annual membership dues for the Assistant Superintendent to be a member of the following organizations: Connecticut Association of Public School Superintendents, (CAPSS), American Association of School Administrators, (AASA), and Association for Supervision and Curriculum Development, (ASCD).
- L. Post-retirement Benefits: The Board will maintain for the Assistant Superintendent the post-retirement benefits set forth in Article 19 of the July 1, 2021 through June 30, 2024 collective bargaining agreement between the Board and the Newtown Association of School Administrators.

7. EVALUATION

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least annually during the term of this Agreement.


8. TERMINATION

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Assistant Superintendent shall be entitled to terminate the contract upon ninety (90) days written notice, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract, in which case verbal notice by the Assistant Superintendent, duly witnessed and recorded in minutes, is acceptable.

- C. The non-renewal and/or termination of the employment of the Assistant Superintendent during the term of this Agreement shall be governed by the provisions of Section 10-151 of the Connecticut General Statutes.

9. GENERAL PROVISIONS


- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.
- B. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.


Deborra Zukowski
Chair, Board of Education

06/29/2023
Date


Christopher Melillo
Superintendent of Schools

6/29/23
Date


Anne Uberti
Assistant Superintendent of Schools

7/3/2023
Date

**NEWTOWN PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT
DIRECTOR OF BUSINESS**

THE NEWTOWN BOARD OF EDUCATION (hereinafter the "Board") agrees to employ **TANJA VADAS** (hereinafter the "Director of Business") as its Director of Business and TANJA VADAS hereby agrees to serve in such capacity, all in accordance with the provisions of this Agreement.

1. TERM

Subject to the provisions of Sections 7 (Termination), this Agreement shall be effective from July 1, 2023, and shall remain in effect through and including June 30, 2026.

2. CERTIFICATION

During the term of this Agreement, the Director of Business shall maintain Connecticut State Department of Education certification as a School Business Official (085 certification).

3. DUTIES

Under the direction and supervision of the Superintendent of Schools, the Director of Business shall have those duties set forth in the job description for the position of Director of Business, and such other duties as the Superintendent may from time to time assign to the Director of Business. The work year for the Director of Business shall be twelve (12) months.

4. BASE ANNUAL SALARY

- A. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends of June 30. The base annual salary for the Director of Business for the 2023-24 contract year shall be One Hundred Seventy Thousand Dollars (\$170,000). Such base annual salary shall be paid in installments in accordance with the Board's regular payroll periods. The annual salary for the Director of Business for the remaining year (s) of this Agreement shall be determined prior to the first day of such year(s).
- B. An additional sum of Two Thousand Dollars (\$2,000) per year, over and above the cash component set forth in Section 4A, as to which amount the Director of Business will arrange to have an elective deferral deducted from the Director of Business's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Director of Business chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended.

Each of the two components of the Director of Business's base annual salary, as set forth in Sections 4A and 4B, shall be pro-rated for any partial years of service as Director of Business.

5. BENEFITS

- A. Pro-ration of Benefits: All vacation, leave time, and other benefits shall be pro-rated for any partial years of service as Director of Business.

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- B. Holidays: The Director of Business shall be entitled to 13 paid holidays listed below: Independence Day, Labor Day, Thanksgiving, and day after Thanksgiving, Christmas Eve, Christmas Day, New Year 's Day, Martin Luther King Jr. Day, Presidents ' Day, Good Friday, Memorial Day, and two (2) floating holidays.
- C. Sick Leave: The Board shall credit the Director of Business with eighteen (18) sick days annually, cumulative to a maximum of Two Hundred Twenty Eight (228) days. The Director of Business will not be paid or reimbursed for unused sick leave.
- D. Personal Days: The Director of Business may use up to five (5) personal leave days per year, upon the approval of the Superintendent, in order to attend to personal matters that cannot be addressed outside the work day. The Director of Business will not be paid or reimbursed for unused personal days.
- E. Bereavement Days: The Director of Business shall be granted leave with full pay for a period of five (5) days following a death in the household or immediate family.
- F. Vacation: The Director of Business shall be entitled to twenty-five (25) vacation days annually and may carry over up to fifteen (15) days into a succeeding year of employment at the discretion of the Superintendent.

Subject to the approval of the Superintendent, the Director of Business is eligible for payment for unused vacation time upon resignation from employment (subject to the pro-ration provision set forth in Section 5.A of this Agreement), provided that the Director of Business has complied with the notice requirement set forth in Section 7.C of this Agreement.

- G. Health and Dental Insurance: The Director of Business shall have the right to enroll herself, her spouse, and her eligible dependents in a High Deductible Health Plan (HDHP)/Health Savings Account (HSA) and a dental plan provided by the Board. The Board shall fund forty five percent (45%) of the applicable HSA deductible amount for the Director of Business, in the same manner as applicable to certified administrators employed by the Board. The Director of Business shall pay twenty-five percent (25%) of the premium cost for such insurance coverage for the 2023-24 contract year, through bi-weekly payroll deductions. The premium contribution percentages for the Director of Business for the remaining year(s) of this Agreement shall be determined prior to the first day of such year(s).
- H. Life Insurance: The Board shall provide and pay for term life insurance for the Director of Business with a face amount of Three Hundred Thousand Dollars (\$300,000).
- I. Long Term Disability Insurance: The Board shall provide long-term disability income protection for 66.67% of the annual salary of the Director of Business, not to exceed a maximum monthly benefit of \$6,500.
- J. Insurance Benefits: General Provisions: Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.
- K. Transportation Allowance: The Board shall provide an allowance for the use of the Director of

Business's personal automobile in carrying out her responsibilities under this Agreement, in the amount of Three Hundred Dollars (\$300) per month, for a total of Three Thousand Six Hundred Dollars (\$3,600) per year. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.

- L. Retirement: The Director of Business shall be eligible to participate in the Town of Newtown Defined Benefit Pension Plan in accordance with the provisions of such Plan, as may be amended from time to time.

6. PROFESSIONAL DEVELOPMENT


The Board shall provide reimbursement for reasonable expenses for professional development activities, as approved by the Superintendent.

7. TERMINATION

- A. The Board may terminate this Agreement during its term for good cause.
- B. This Agreement may be terminated without good cause by mutual consent at any time during the term of the Agreement.
- C. The Director of Business may terminate this agreement by giving sixty (60) days' written notice to the Superintendent.

8. GENERAL PROVISIONS

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both parties.
- B. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.


Debora Zukowski
Chair, Board of Education


Christopher Melillo
Superintendent of Schools


Tanja Vadas
Director of Business

June 27, 2023
Date

6/27/2023
Date

7/5/23
Date

**NEWTOWN PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT**

This Agreement is made and entered into between **THE NEWTOWN BOARD OF EDUCATION** (hereinafter called the BOARD) and **JOHN BARLOW**, its Director of Facilities (hereinafter called the EMPLOYEE) for the period **July 1, 2023 to June 30, 2024**.

1. BOARD RIGHTS

The BOARD shall continue to retain its rights, powers, and authorities so vested by law, unless specifically limited by the express provisions of this agreement.

2. GENERAL PROVISIONS

- A. In carrying out his duties and responsibilities as Director of Facilities, the EMPLOYEE shall serve at the direction of and under the supervision of the Superintendent of Schools.
- B. The provisions of this Agreement shall be deemed severable, and any part hereof which may be held invalid by a court of competent jurisdiction shall be deemed automatically excluded from this Agreement and the remaining parts shall remain in full force and effect.
- C. This Agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the BOARD and the EMPLOYEE regarding the employment of the EMPLOYEE by the BOARD. This Agreement supersedes all prior agreements, either express or implied, between the parties hereto regarding the employment of the EMPLOYEE by the BOARD.
- D. None of the terms or conditions of this agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.
- E. This Agreement shall be governed by and construed under the laws of the State of Connecticut.

3. WORK YEAR

The work year shall be defined as **fifty-two weeks**.

4. COMPENSATION

- A. The BOARD agrees to pay the EMPLOYEE at the salary rate of **\$139,915** per annum.
- B. An additional sum of \$2,000, over and above the cash component set forth in Section 4A, as to which amount the Director of Facilities will arrange to have an elective deferral deducted from the Director of Facilities' salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Director of Facilities chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended.

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Daniel G. ...
NEWTOWN TOWN CLERK

5. FRINGE BENEFITS

- A. A High Deductible Health Plan (HDHP), with a Health Savings Account (HSA) feature, with an EMPLOYEE annual contribution of **18%** and a dental plan with an EMPLOYEE contribution rate of **22%**. This contribution will be deducted in bi-weekly installments.
- B. Life insurance and AD&D policy in the amount of **\$200,000** at no cost to the EMPLOYEE.
- C. Long-term disability insurance in the amount equal to that given to district administrators and directors. The EMPLOYEE shall be responsible for any premium share in the same amount assessed to district administrators and directors.

6. SICK DAYS

Eighteen sick days shall be allowed annually, cumulative to a maximum of 150 days, with full pay for absence due to personal illness. EMPLOYEE may use up to five sick days annually in the event of a serious illness for the EMPLOYEE'S spouse, child, or parent. There shall be no entitlement to compensation for unused sick days upon separation from employment, whether voluntary or involuntary.

7. PERSONAL DAYS/BEREAVEMENT

- A. **Five** personal days shall be allowed annually with full pay. Personal days are separate from sick days. Unused personal days cannot be accrued and are only for personal business that must be addressed during work time, e.g., doctor's appointments and legal matters. It is expressly agreed that such days are not to be used for extension of vacation periods, holidays or recreation. There shall be no entitlement to compensation for unused personal days upon separation from employment, whether voluntary or involuntary.
- B. **Five** days bereavement following a death in the EMPLOYEE'S household or immediate family. For the purposes of this section, immediate family shall be defined as spouse, child, parent, guardian, grandparent, sibling and in-laws.

8. VACATION

Fifteen days of paid vacation will be accrued annually, earned at the rate of 1.25 days per month. This is the maximum number of days that will be allotted under this contract. Use of vacation time must be approved in advance by the Superintendent of Schools. If it is not possible to take earned vacation by June 30, time remaining may be carried into the next fiscal year with approval of the Superintendent of Schools, up to a maximum of fifteen days accumulated carryover, provided that the Agreement is extended into the next fiscal year. No more than fifteen earned, unused vacation days will be paid out upon retirement, resignation or termination.

9. HOLIDAYS

There will be **thirteen** paid holidays each year. There are ten specified holidays, as listed below, and three floating holidays. The paid holidays are:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day

Additionally, if Christmas Eve is a scheduled work day, and EMPLOYEE works a half-day Christmas Eve morning, EMPLOYEE may take the afternoon off without a deduction in pay. If EMPLOYEE takes the entire day of Christmas Eve off, EMPLOYEE must use a full-day floating holiday, or a vacation day.

10. AUTOMOBILE ALLOWANCE

EMPLOYEE shall be paid \$1,800 annually for the use of his personal vehicle during performance of his job responsibilities. Payment of the automobile allowance shall be paid in bi-weekly installments and shall be subject to any and all applicable tax withholding and reporting requirements.

11. TERMINATION

The parties may, by mutual consent, terminate this agreement at any time, or with thirty days written notice. The Board may terminate this agreement at any time for good cause.


THE BOARD OF EDUCATION
BY ITS AUTHORIZED REPRESENTATIVE:




Christopher Melillo, Superintendent of Schools



Date



John Barlow, Employee



Date

**NEWTOWN PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT**

This agreement is made and entered into between **THE NEWTOWN BOARD OF EDUCATION** (hereinafter called the BOARD) and **SUZANNE D'ERAMO**, its Director of Human Resources (hereinafter called the EMPLOYEE) for the period **July 1, 2023 to June 30, 2024**.

1. BOARD RIGHTS

The BOARD shall continue to retain its rights, powers, and authorities so vested by law, unless specifically limited by the express provisions of this agreement.

2. GENERAL PROVISIONS

- A. This agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this agreement and the remaining parts shall remain in full force and effect.
- B. This agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the BOARD and the EMPLOYEE regarding the employment of the EMPLOYEE by the BOARD. This agreement supersedes all prior agreements, either express or implied, between the parties hereto regarding the employment of the EMPLOYEE by the BOARD.
- C. None of the terms or conditions of this agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.
- D. This agreement shall be governed by and construed under the laws of the State of Connecticut.

3. WORK YEAR

The work year shall be defined as **fifty-two weeks**.

4. COMPENSATION

The BOARD agrees to pay the EMPLOYEE at the rate of **\$134,000** per annum. This does not preclude any agreement for additional compensation at a rate to be determined by the BOARD for special circumstances arising from abnormal working conditions. Any additional compensation must be authorized specifically by the Superintendent of Schools in advance of work to be performed.

5. FRINGE BENEFITS

- A. A High Deductible Health Plan (HDHP), with a Health Savings Account (HSA) feature, with an EMPLOYEE annual contribution of **18%** and a dental plan with an EMPLOYEE contribution rate of **22%**. This contribution will be deducted in bi-weekly installments.
- B. Life insurance and AD&D policy in the amount of **\$134,000** at no cost to the EMPLOYEE.
- C. Long-term disability insurance in the amount equal to that given to district administrators and directors. The EMPLOYEE shall be responsible for any premium share in the same amount assessed to district administrators and directors.

6. SICK DAYS

Eighteen sick days shall be allowed annually, cumulative to a maximum of 150 days, with full pay for absence due to personal illness. EMPLOYEE may use up to **five** sick days annually in the event of a serious illness for the EMPLOYEE'S spouse, child, or parent. There shall be no entitlement to compensation for unused sick days upon termination of employment, whether voluntary or involuntary.

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7. PERSONAL DAYS/BEREAVEMENT

- A. **Five** personal days shall be allowed annually with full pay. Personal days are separate from sick days. Unused personal days cannot be accrued and are only for personal business that must be addressed during work time, e.g., doctor's appointments and legal matters. It is expressly agreed that such days are not to be used for extension of vacation periods, holidays or recreation.
- B. **Five** days bereavement following a death in the EMPLOYEE'S household or immediate family. For the purposes of this section, immediate family shall be defined as spouse, child, parent, guardian, grandparent, sibling and in-laws.

8. VACATION

Twenty days of paid vacation will be accrued annually, earned at the rate of 1.67 days per month for use as accrued. This is the maximum number of days that will be allotted under this contract. Vacation time must be approved in advance by the Superintendent of Schools. If it is not possible to take earned vacation by June 30 of any fiscal year, time remaining may be carried into the next period with approval of the Superintendent of Schools, up to a maximum of twenty days accumulated carryover.

No more than twenty earned vacation days will be paid out upon retirement, resignation or termination.

9. HOLIDAYS

There will be **thirteen** paid holidays each year. There are ten specified holidays, as listed below, and three floating holidays. The paid holidays are:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day
Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day

Additionally, if Christmas Eve is a scheduled work day, and EMPLOYEE works a half-day Christmas Eve morning, EMPLOYEE may take the afternoon off without a deduction in pay. If EMPLOYEE takes the entire day of Christmas Eve off, EMPLOYEE must use a full-day floating holiday, or a vacation day.

10. CAR ALLOWANCE

EMPLOYEE shall be paid the established IRS rate per mile as reimbursement for the use of his personal vehicle to perform his job. Mileage driven to and from home and work is not reimbursable.


11. TERMINATION

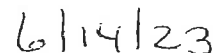
The parties may, by mutual consent, terminate this agreement at any time, or with thirty days written notice. The Board may terminate this agreement at any time for good cause.

THE BOARD OF EDUCATION
BY ITS AUTHORIZED REPRESENTATIVE:


Christopher Melillo, Superintendent of Schools


Suzanne D'Eramo, Employee


Date


Date

**NEWTOWN PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT**

This agreement is made and entered into between **THE NEWTOWN BOARD OF EDUCATION** (hereinafter called the BOARD) and **DENNIS COLCLOUGH**, its Director of Technology (hereinafter called the EMPLOYEE) for the period on or about **July 1, 2023 to June 30, 2024**.

1. BOARD RIGHTS

The BOARD shall continue to retain its rights, powers, and authorities so vested by law, unless specifically limited by the express provisions of this agreement.

2. GENERAL PROVISIONS

A. This agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this agreement and the remaining parts shall remain in full force and effect.

B. This agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the BOARD and the EMPLOYEE regarding the employment of the EMPLOYEE by the BOARD. This agreement supersedes all prior agreements, either express or implied, between the parties hereto regarding the employment of the EMPLOYEE by the BOARD.

C. None of the terms or conditions of this agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.

D. This agreement shall be governed by and construed under the laws of the State of Connecticut.

3. WORK YEAR

The work year shall be defined as **fifty-two weeks**.

4. COMPENSATION

The BOARD agrees to pay the EMPLOYEE at the rate of **\$150,223** per annum. This does not preclude any agreement for additional compensation at a rate to be determined by the BOARD for special circumstances arising from abnormal working conditions. Any additional compensation must be authorized specifically by the Superintendent of Schools in advance of work to be performed.

5. FRINGE BENEFITS

A. A High Deductible Health Plan (HDHP), with a Health Savings Account (HSA) feature, with an EMPLOYEE annual contribution of **18%** and a dental plan with an EMPLOYEE contribution rate of **22%**. This contribution will be deducted in bi-weekly installments.

B. Life insurance and AD&D policy in the amount of **\$200,000** at no cost to the EMPLOYEE.

C. Long-term disability insurance in the amount equal to that given to district administrators and directors. The EMPLOYEE shall be responsible for any premium share in the same amount assessed to district administrators and directors.

6. SICK DAYS

Eighteen sick days shall be allowed annually, cumulative to a maximum of 150 days, with full pay for absence due to personal illness. EMPLOYEE may use up to five sick days annually in the event of a serious illness for the EMPLOYEE'S spouse, child, or parent. There shall be no entitlement to compensation for unused sick days upon termination of employment, whether voluntary or involuntary.

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Dennis Colclough, Director of Technology
NEWTOWN TOWN CLERK

7. PERSONAL DAYS/BEREAVEMENT

- A. **Five** personal days shall be allowed annually with full pay. Personal days are separate from sick days. Unused personal days cannot be accrued and are only for personal business that must be addressed during work time, e.g., doctor's appointments and legal matters. It is expressly agreed that such days are not to be used for extension of vacation periods, holidays or recreation.
- B. **Five** days bereavement following a death in the EMPLOYEE'S household or immediate family. For the purposes of this section, immediate family shall be defined as spouse, child, parent, guardian, grandparent, sibling and in-laws.

8. VACATION

Fifteen days of paid vacation will be accrued annually, earned at the rate of 1.25 days per month for use as accrued. Vacation time must be approved in advance by the Superintendent of Schools. If it is not possible to take earned vacation by June 30 of any fiscal year, time remaining may be carried into the next period with approval of the Superintendent of Schools, up to a maximum of fifteen days accumulated carryover.

No more than fifteen earned vacation days will be paid out upon retirement, resignation or termination.

9. HOLIDAYS

There will be **thirteen** paid holidays each year. There are ten specified holidays, as listed below, and three floating holidays (prorated to one floating holiday for an approximate February 22, 2021, start date). The paid holidays are:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day
Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day

Additionally, if Christmas Eve is a scheduled work day, and EMPLOYEE works a half-day Christmas Eve morning, EMPLOYEE may take the afternoon off without a deduction in pay. If EMPLOYEE takes the entire day of Christmas Eve off, EMPLOYEE must use a full-day floating holiday, or a vacation day.

10. CAR ALLOWANCE

EMPLOYEE shall be paid \$300 per month, or \$3,600 annually for the use of his personal vehicle during performance of his job responsibilities.

11. TERMINATION

The parties may, by mutual consent, terminate this agreement at any time, or with thirty days written notice. The Board may terminate this agreement at any time for good cause.

THE BOARD OF EDUCATION

BY ITS AUTHORIZED REPRESENTATIVE:



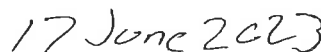
Christopher Melillo, Superintendent of Schools



Date



Dennis Colclough, Employee



Date

**NEWTOWN PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT**

This agreement is made and entered into between **THE NEWTOWN BOARD OF EDUCATION** (hereinafter called the BOARD) and **MARK POMPARNO**, its Director of Security (hereinafter called the EMPLOYEE) for the period **July 1, 2023 to June 30, 2024**.

1. BOARD RIGHTS

The BOARD shall continue to retain its rights, powers, and authorities so vested by law, unless specifically limited by the express provisions of this agreement.

2. GENERAL PROVISIONS

- A. This agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this agreement and the remaining parts shall remain in full force and effect.
- B. This agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the BOARD and the EMPLOYEE regarding the employment of the EMPLOYEE by the BOARD. This agreement supersedes all prior agreements, either express or implied, between the parties hereto regarding the employment of the EMPLOYEE by the BOARD.
- C. None of the terms or conditions of this agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.
- D. This agreement shall be governed by and construed under the laws of the State of Connecticut.

3. WORK YEAR

The work year shall be defined as **fifty-two weeks**.

4. COMPENSATION

The BOARD agrees to pay the EMPLOYEE at the rate of **\$92,495** per annum. This does not preclude any agreement for additional compensation at a rate to be determined by the BOARD for special circumstances arising from abnormal working conditions. Any additional compensation must be authorized specifically by the Superintendent of Schools in advance of work to be performed.

5. FRINGE BENEFITS

- A. A High Deductible Health Plan (HDHP), with a Health Savings Account (HSA) feature, with an EMPLOYEE annual contribution of **18%** and a dental plan with an EMPLOYEE contribution rate of **22%**. This contribution will be deducted in bi-weekly installments.
- B. Life insurance and AD&D policy in the amount of **\$92,000** at no cost to the EMPLOYEE. This amount is the maximum coverage the EMPLOYEE will receive under this contract.
- C. Long-term disability insurance in the amount equal to that given to district administrators and directors. The EMPLOYEE shall be responsible for any ~~premium share in the same amount~~ assessed to district administrators and directors.

6. SICK DAYS

Eighteen sick days shall be allowed annually, cumulative to a ~~maximum of 150 days~~ with full pay for absence due to personal illness. EMPLOYEE may use up to ~~five sick days annually~~ in the event of a serious illness for the EMPLOYEE'S spouse, child, or parent. There shall be no entitlement to compensation for unused sick days upon termination of employment, whether voluntary or involuntary.

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7. PERSONAL DAYS/BEREAVEMENT

- A. **Five** personal days shall be allowed annually with full pay. Personal days are separate from sick days. Unused personal days cannot be accrued and are only for personal business that must be addressed during work time, e.g., doctor's appointments and legal matters. It is expressly agreed that such days are not to be used for extension of vacation periods, holidays or recreation.
- B. **Five** days bereavement following a death in the EMPLOYEE'S household or immediate family. For the purposes of this section, immediate family shall be defined as spouse, child, parent, guardian, grandparent, sibling and in-laws.

8. VACATION

Twenty days of paid vacation will be accrued annually, earned at the rate of 1.67 days per month for use as accrued. Vacation time must be approved in advance by the Superintendent of Schools. If it is not possible to take earned vacation by June 30 of any fiscal year, time remaining may be carried into the next period with approval of the Superintendent of Schools, up to a maximum of twenty days accumulated carryover.

No more than twenty earned vacation days will be paid out upon retirement, resignation or termination.

9. HOLIDAYS

There will be **thirteen** paid holidays each year. There are ten specified holidays, as listed below, and three floating holidays. The paid holidays are:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day
Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day

Additionally, if Christmas Eve is a scheduled work day, and EMPLOYEE works a half-day Christmas Eve morning, EMPLOYEE may take the afternoon off without a deduction in pay. If EMPLOYEE takes the entire day of Christmas Eve off, EMPLOYEE must use a full-day floating holiday, or a vacation day.

10. CAR ALLOWANCE

EMPLOYEE shall be paid the established IRS rate per mile as reimbursement for the use of his personal vehicle to perform his job. Mileage driven to and from home and work is not reimbursable.

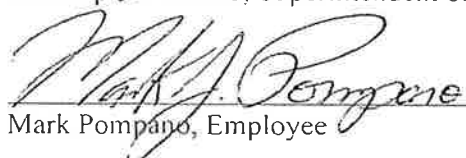
11. TERMINATION

The parties may, by mutual consent, terminate this agreement at any time, or with thirty days written notice. The Board may terminate this agreement at any time for good cause.

THE BOARD OF EDUCATION
BY ITS AUTHORIZED REPRESENTATIVE:



Christopher Melillo, Superintendent of Schools



Mark Pompano, Employee



Date



Date